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9 DEPUTY J. RIOS

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

13 GUADALUPE PERALTA) Case No.: 8:24-cv-02143-FWS-ADS
14 CARMOLINGA, an individual,)
15 Plaintiff,) **STIPULATION AND PROTECTIVE**
16 v.) **ORDER**
17 COUNTY OF ORANGE, a public)
18 entity; DEPUTY S. DUFFY, an)
19 individual; DEPUTY J. RIOS, an) **Matter for Determination before the**
individual; and DOE DEPUTIES 1-10.) **Honorable Magistrate Autumn D. Spaeth**

Defendants.

23 || I. PURPOSES AND LIMITATIONS

24 A. Discovery in this action will likely involve production of confidential,
25 proprietary, or private information for which special protection from public
26 disclosure and from use for any purpose other than prosecuting this litigation
27 may be warranted. Accordingly, the parties hereby stipulate to and petition
28 the Court to enter the following Stipulated Protective Order. The parties

1 acknowledge that this Order does not confer blanket protections on all
2 disclosures or responses to discovery and that the protection it affords from
3 public disclosure and use extends only to the limited information or items that
4 are entitled to confidential treatment under the applicable legal principles. The
5 parties further acknowledge, as set forth in Section XIII(C), below, that this
6 Stipulated Protective Order does not entitle them to file confidential
7 information under seal; Civil Local Rule 79-5 sets forth the procedures that
8 must be followed and the standards that will be applied when a party seeks
9 permission from the Court to file material under seal.

10 **II. GOOD CAUSE STATEMENT**

11 A. This action is likely to involve identities of uninvolved third parties,
12 sensitive criminal information, and other privacy interests for which special
13 protection from public disclosure and from use for any purpose other than
14 prosecution of this action is warranted. Such confidential and proprietary
15 materials and information consist of, among other things, confidential video
16 and criminal investigative information (including information potentially
17 implicating privacy rights of third parties), information otherwise generally
18 unavailable to the public, or which may be privileged or otherwise protected
19 from disclosure under state or federal statutes, court rules, case decisions, or
20 common law. Accordingly, to expedite the flow of information, to facilitate
21 the prompt resolution of disputes over confidentiality of discovery materials,
22 to adequately protect information the parties are entitled to keep confidential,
23 to ensure that the parties are permitted reasonable necessary uses of such
24 material in preparation for and in the conduct of trial, to address their
25 handling at the end of the litigation, and serve the ends of justice, a protective
26 order for such information is justified in this matter. It is the intent of the
27 parties that information will not be designated as confidential for tactical
28 reasons and that nothing be so designated without a good faith belief that it

1 has been maintained in a confidential, non-public manner, and there is good
2 cause why it should not be part of the public record of this case.

3 **III. DEFINITIONS**

4 A. Action: This pending federal law suit.

5 B. Challenging Party: A Party or Non-Party that challenges the
6 designation of information or items under this Order.

7 C. “CONFIDENTIAL” Information or Items: Information (regardless of
8 how it is generated, stored or maintained) or tangible things that qualify for
9 protection under Federal Rule of Civil Procedure 26(c), and as specified
10 above in the Good Cause Statement.

11 D. Counsel: Outside Counsel of Record and House Counsel (as well as
12 their support staff).

13 E. Designating Party: A Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 F. Disclosure or Discovery Material: All items or information, regardless
17 of the medium or manner in which it is generated, stored, or maintained
18 (including, among other things, testimony, transcripts, and tangible things),
19 that are produced or generated in disclosures or responses to discovery in this
20 matter.

21 G. Expert: A person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel to
23 serve as an expert witness or as a consultant in this Action.

24 H. House Counsel: Attorneys who are employees of a party to this Action.
25 House Counsel does not include Outside Counsel of Record or any other
26 outside counsel.

27 I. Non-Party: Any natural person, partnership, corporation, association, or
28 other legal entity not named as a Party to this action.

1 J. Outside Counsel of Record: Attorneys who are not employees of a
2 party to this Action but are retained to represent or advise a party to this
3 Action and have appeared in this Action on behalf of that party or are
4 affiliated with a law firm which has appeared on behalf of that party, and
5 includes support staff.

6 K. Party: Any party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Outside Counsel of Record (and
8 their support staffs).

9 L. Producing Party: A Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11 M. Professional Vendors: Persons or entities that provide litigation support
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or
14 medium) and their employees and subcontractors.

15 N. Protected Material: Any Disclosure or Discovery Material that is
16 designated as “CONFIDENTIAL.”

17 O. Receiving Party: A Party that receives Disclosure or Discovery
18 Material from a Producing Party.

19 **IV. SCOPE**

20 A. The protections conferred by this Stipulation and Order cover not only
21 Protected Material (as defined above), but also (1) any information copied or
22 extracted from Protected Material; (2) all copies, excerpts, summaries, or
23 compilations of Protected Material; and (3) any testimony, conversations, or
24 presentations by Parties or their Counsel that might reveal Protected Material.

25 B. Any use of Protected Material at trial shall be governed by the orders of
26 the trial judge. This Order does not govern the use of Protected Material at
27 trial.

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1 **V. DURATION**

2 A. Even after final disposition of this litigation, the confidentiality
3 obligations imposed by this Order shall remain in effect until a Designating
4 Party agrees otherwise in writing or a court order otherwise directs. Final
5 disposition shall be deemed to be the later of (1) dismissal of all claims and
6 defenses in this Action, with or without prejudice; and (2) final judgment
7 herein after the completion and exhaustion of all appeals, rehearings,
8 remands, trials, or reviews of this Action, including the time limits for filing
9 any motions or applications for extension of time pursuant to applicable law.

10 **VI. DESIGNATING PROTECTED MATERIAL**

11 A. Exercise of Restraint and Care in Designating Material for Protection

12 1. Each Party or Non-Party that designates information or items for
13 protection under this Order must take care to limit any such designation
14 to specific material that qualifies under the appropriate standards. The
15 Designating Party must designate for protection only those parts of
16 material, documents, items, or oral or written communications that
17 qualify so that other portions of the material, documents, items, or
18 communications for which protection is not warranted are not swept
19 unjustifiably within the ambit of this Order.

20 2. Mass, indiscriminate, or routinized designations are prohibited.
21 Designations that are shown to be clearly unjustified or that have been
22 made for an improper purpose (e.g., to unnecessarily encumber the case
23 development process or to impose unnecessary expenses and burdens
24 on other parties) may expose the Designating Party to sanctions.

25 3. If it comes to a Designating Party's attention that information or
26 items that it designated for protection do not qualify for protection, that
27 Designating Party must promptly notify all other Parties that it is
28 withdrawing the inapplicable designation.

1 B. Manner and Timing of Designations

2 1. Except as otherwise provided in this Order (see, e.g., Section
3 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
4 Discovery Material that qualifies for protection under this Order must
5 be clearly so designated before the material is disclosed or produced.

6 2. Designation in conformity with this Order requires the following:

7 a. For information in documentary form (e.g., paper or
8 electronic documents, but excluding transcripts of depositions or
9 other pretrial or trial proceedings), that the Producing Party affix
10 at a minimum, the legend “CONFIDENTIAL” (hereinafter
11 “CONFIDENTIAL legend”), to each page that contains
12 protected material. If only a portion or portions of the material on
13 a page qualifies for protection, the Producing Party also must
14 clearly identify the protected portion(s) (e.g., by making
15 appropriate markings in the margins).

16 b. A Party or Non-Party that makes original documents
17 available for inspection need not designate them for protection
18 until after the inspecting Party has indicated which documents it
19 would like copied and produced. During the inspection and
20 before the designation, all of the material made available for
21 inspection shall be deemed “CONFIDENTIAL.” After the
22 inspecting Party has identified the documents it wants copied and
23 produced, the Producing Party must determine which documents,
24 or portions thereof, qualify for protection under this Order. Then,
25 before producing the specified documents, the Producing Party
26 must affix the “CONFIDENTIAL legend” to each page that
27 contains Protected Material. If only a portion or portions of the
28 material on a page qualifies for protection, the Producing Party

1 also must clearly identify the protected portion(s) (e.g., by
2 making appropriate markings in the margins).

3 c. For testimony given in depositions, that the Designating
4 Party identify the Disclosure or Discovery Material on the
5 record, before the close of the deposition all protected testimony.

6 d. For information produced in form other than document
7 and for any other tangible items, that the Producing Party affix in
8 a prominent place on the exterior of the container or containers
9 in which the information is stored the legend

10 “CONFIDENTIAL.” If only a portion or portions of the
11 information warrants protection, the Producing Party, to the
12 extent practicable, shall identify the protected portion(s).

13 C. Inadvertent Failure to Designate

14 1. If timely corrected, an inadvertent failure to designate qualified
15 information or items does not, standing alone, waive the Designating
16 Party’s right to secure protection under this Order for such material.

17 Upon timely correction of a designation, the Receiving Party must
18 make reasonable efforts to assure that the material is treated in
19 accordance with the provisions of this Order.

20 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 A. Timing of Challenges

22 1. Any party or Non-Party may challenge a designation of
23 confidentiality at any time that is consistent with the Court’s
24 Scheduling Order.

25 B. Meet and Confer

26 1. The Challenging Party shall initiate the dispute resolution
27 process under Local Rule 37.1 et seq.

1 C. The burden of persuasion in any such challenge proceeding shall be on
2 the Designating Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the
5 Designating Party has waived or withdrawn the confidentiality designation,
6 all parties shall continue to afford the material in question the level of
7 protection to which it is entitled under the Producing Party's designation until
8 the Court rules on the challenge.

9 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 A. Basic Principles

11 1. A Receiving Party may use Protected Material that is disclosed
12 or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this
14 Action. Such Protected Material may be disclosed only to the
15 categories of persons and under the conditions described in this Order.
16 When the Action has been terminated, a Receiving Party must comply
17 with the provisions of Section XIV below.

18 2. Protected Material must be stored and maintained by a Receiving
19 Party at a location and in a secure manner that ensures that access is
20 limited to the persons authorized under this Order.

21 B. Disclosure of "CONFIDENTIAL" Information or Items

22 1. Unless otherwise ordered by the Court or permitted in writing by
23 the Designating Party, a Receiving Party may disclose any information
24 or item designated "CONFIDENTIAL" only to:

25 a. The Receiving Party's Outside Counsel of Record in this
26 Action, as well as employees of said Outside Counsel of Record
27 to whom it is reasonably necessary to disclose the information
28 for this Action;

- b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- d. The Court and its personnel;
- e. Court reporters and their staff;
- f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;
- g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- h. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound;” and (ii) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter

1 and may not be disclosed to anyone except as permitted under
2 this Stipulated Protective Order; and

3 i. Any mediator or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the parties engaged in
5 settlement discussions.

6 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED
7 PRODUCED IN OTHER LITIGATION**

8 A. If a Party is served with a subpoena or a court order issued in other
9 litigation that compels disclosure of any information or items designated in
10 this Action as “CONFIDENTIAL,” that Party must:

- 11 1. Promptly notify in writing the Designating Party. Such
12 notification shall include a copy of the subpoena or court order;
- 13 2. Promptly notify in writing the party who caused the subpoena or
14 order to issue in the other litigation that some or all of the material
15 covered by the subpoena or order is subject to this Protective Order.
16 Such notification shall include a copy of this Stipulated Protective
17 Order; and
- 18 3. Cooperate with respect to all reasonable procedures sought to be
19 pursued by the Designating Party whose Protected Material may be
20 affected.

21 B. If the Designating Party timely seeks a protective order, the Party
22 served with the subpoena or court order shall not produce any information
23 designated in this action as “CONFIDENTIAL” before a determination by the
24 Court from which the subpoena or order issued, unless the Party has obtained
25 the Designating Party’s permission. The Designating Party shall bear the
26 burden and expense of seeking protection in that court of its confidential
27 material and nothing in these provisions should be construed as authorizing or
28

1 encouraging a Receiving Party in this Action to disobey a lawful directive
2 from another court.

3 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
4 PRODUCED IN THIS LITIGATION**

5 A. The terms of this Order are applicable to information produced by a
6 Non-Party in this Action and designated as "CONFIDENTIAL." Such
7 information produced by Non-Parties in connection with this litigation is
8 protected by the remedies and relief provided by this Order. Nothing in these
9 provisions should be construed as prohibiting a Non-Party from seeking
10 additional protections.

11 B. In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the
13 Party is subject to an agreement with the Non-Party not to produce the Non-
14 Party's confidential information, then the Party shall:

- 15 1. Promptly notify in writing the Requesting Party and the Non-
16 Party that some or all of the information requested is subject to a
17 confidentiality agreement with a Non-Party;
- 18 2. Promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s), and a
20 reasonably specific description of the information requested; and
- 21 3. Make the information requested available for inspection by the
22 Non-Party, if requested.

23 C. If the Non-Party fails to seek a protective order from this court within
24 14 days of receiving the notice and accompanying information, the Receiving
25 Party may produce the Non-Party's confidential information responsive to the
26 discovery request. If the Non-Party timely seeks a protective order, the
27 Receiving Party shall not produce any information in its possession or control
28 that is subject to the confidentiality agreement with the Non-Party before a

1 determination by the court. Absent a court order to the contrary, the Non-
2 Party shall bear the burden and expense of seeking protection in this court of
3 its Protected Material.

4 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
6 disclosed Protected Material to any person or in any circumstance not
7 authorized under this Stipulated Protective Order, the Receiving Party must
8 immediately (1) notify in writing the Designating Party of the unauthorized
9 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
10 Protected Material, (3) inform the person or persons to whom unauthorized
11 disclosures were made of all the terms of this Order, and (4) request such
12 person or persons to execute the “Acknowledgment and Agreement to be
13 Bound” that is attached hereto as Exhibit A.

14 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL**

16 A. When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other
18 protection, the obligations of the Receiving Parties are those set forth in
19 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
20 modify whatever procedure may be established in an e-discovery order that
21 provides for production without prior privilege review. Pursuant to Federal
22 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
23 the effect of disclosure of a communication or information covered by the
24 attorney-client privilege or work product protection, the parties may
25 incorporate their agreement in the Stipulated Protective Order submitted to
26 the Court.

27 **XIII. MISCELLANEOUS**

28 A. Right to Further Relief

1 1. Nothing in this Order abridges the right of any person to seek its
2 modification by the Court in the future.

3 B. Right to Assert Other Objections

4 1. By stipulating to the entry of this Protective Order, no Party
5 waives any right it otherwise would have to object to disclosing or
6 producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to
8 object on any ground to use in evidence of any of the material covered
9 by this Protective Order.

10 C. Filing Protected Material

11 1. A Party that seeks to file under seal any Protected Material must
12 comply with Civil Local Rule 79-5. Protected Material may only be
13 filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected
15 Material under seal is denied by the Court, then the Receiving Party
16 may file the information in the public record unless otherwise
17 instructed by the Court.

18 **XIV. FINAL DISPOSITION**

19 A. After the final disposition of this Action, as defined in Section V,
20 within sixty (60) days of a written request by the Designating Party, each
21 Receiving Party must return all Protected Material to the Producing Party or
22 destroy such material. As used in this subdivision, "all Protected Material"
23 includes all copies, abstracts, compilations, summaries, and any other format
24 reproducing or capturing any of the Protected Material. Whether the Protected
25 Material is returned or destroyed, the Receiving Party must submit a written
26 certification to the Producing Party (and, if not the same person or entity, to
27 the Designating Party) by the 60 day deadline that (1) identifies (by category,
28 where appropriate) all the Protected Material that was returned or destroyed

1 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
2 compilations, summaries or any other format reproducing or capturing any of
3 the Protected Material. Notwithstanding this provision, Counsel are entitled to
4 retain an archival copy of all pleadings, motion papers, trial, deposition, and
5 hearing transcripts, legal memoranda, correspondence, deposition and trial
6 exhibits, expert reports, attorney work product, and consultant and expert
7 work product, even if such materials contain Protected Material. Any such
8 archival copies that contain or constitute Protected Material remain subject to
9 this Protective Order as set forth in Section V.

10 B. Any violation of this Order may be punished by any and all appropriate
11 measures including, without limitation, contempt proceedings and/or
12 monetary sanctions.

13 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

14 Respectfully submitted,

15 LAWRENCE BEACH ALLEN & CHOI, PC

16 Dated: April 4, 2025

17 By /s/ Christina M. Sprenger

18 CHRISTINA M. SPRENGER

19 BRENNAN J. SHAW

20 Attorneys for Defendants,

21 COUNTY OF ORANGE, DEPUTY S. DUFFY

22 and DEPUTY J. RIOS

23 KIRAKOSIAN LAW, PC

24 Dated: April 4, 2025

25 By /s/ Gregory L. Kirakosian

26 GREGORY L. KIRAKOSIAN

27 Attorneys for Plaintiff,

28 GUADALUPE PERALTA CARMOLINGA

29 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

30 Dated: 04/04/2025

31 /s/ Autumn D. Spaeth

32 HONORABLE AUTUMN D. SPAETH

33 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name],
of _____
[print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the United
States District Court for the Central District of California on April ___, 2025 in the
case of *Guadalupe Peralta Carmolina v County of Orange, Deputy S. Duffy and*
Deputy J. Rios, case no. 8:24-cv-02143-FWS-ADS. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____
[print or type full name] of _____
[print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____